

§ 68a.9 What loans qualify for repayment?

(a) The CR-LRP will repay participants' lenders the principal, interest, and related expenses of qualified Government and commercial educational loans obtained by participants for the following:

(1) Undergraduate, graduate, and health professional school tuition expenses;

(2) Other reasonable educational expenses required by the school(s) attended, including fees, books, supplies, educational equipment and materials, and laboratory expenses; and

(3) Reasonable living expenses, including the cost of room and board, transportation and commuting costs, and other living expenses as determined by the Secretary.

(b) The following educational loans are ineligible for repayment under the CR-LRP:

(1) Loans obtained from other than a government entity or commercial lending institution;

(2) Loans for which contemporaneous documentation is not available;

(3) Loans or portions of loans obtained for educational or living expenses which exceed the standard of reasonableness as determined by the participant's standard school budget for the year in which the loan was made, and are not determined by the Secretary to be reasonable based on additional documentation provided by the individual;

(4) Loans, financial debts, or service obligations incurred under the following programs: Physicians Shortage Area Scholarship Program (Federal or State), National Research Service Award Program, Public Health and National Health Service Corps Scholarship Training Program, National Health Service Corps Scholarship Program, Armed Forces (Army, Navy, or Air Force) Health Professions Scholarship Program, Indian Health Service Program, and similar programs, upon determination by the Secretary, which provide loans, scholarships, loan repayments, or other awards in exchange for a future service obligation;

(5) Any loan in default or not in a current payment status;

(6) Loan amounts which participants have paid or were due to have paid prior to the program eligibility date; and

(7) Loans for which promissory notes have been signed after the program eligibility date.

§ 68a.10 What does an individual have to do in return for loan repayments received under the CR-LRP?

Individuals must agree to be engaged in approved clinical research, as employees of the NIH, for a minimum initial period of two consecutive years.

§ 68a.11 How does an individual receive loan repayments beyond the initial two-year contract?

An individual may apply for and the Secretary may grant extension contracts for one-year periods, if there is sufficient debt remaining to be repaid and the individual is engaged in approved clinical research as an NIH employee.

§ 68a.12 What will happen if an individual does not comply with the terms and conditions of participation in the CR-LRP?

(a) Absent withdrawal (see § 68a.2) or termination under paragraph (d) of this section, any participant who fails to complete the minimum two-year service obligation required under the Program contract will be considered to have breached the contract and will be subject to assessment of monetary damages and penalties as follows:

(1) Participants who leave during the first year of the initial contract are liable for amounts already paid by the NIH on behalf of the participant plus an amount equal to \$1,000 multiplied by the number of months of the original service obligation.

(2) Participants who leave during the second year of the contract are liable for amounts already paid by the NIH on behalf of the participant plus \$1,000 for each unserved month.

(b) Payments of any amount owed under paragraph (a) of this section shall be made within one year of the participant's breach (or such longer period as determined by the Secretary).

(c) Participants who sign a continuation contract for any year beyond the